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Pro Se Plaintiff

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION**

AARON PACINI, an individual,

Plaintiff,

vs.

COTTONWOOD TITLE INSURANCE
AGENCY, INC., a Utah corporation, and
HENRY WALKER CONSTRUCTION OF
NORTHERN UTAH, LLC, a Utah limited
liability company d/b/a HENRY WALKER
CONSTRUCTION, LLC,

Defendants.

COMPLAINT

JURY DEMAND

Case No. 2:14-cv-00094 BCW

Plaintiff Aaron Pacini, hereby complains and alleges against Defendants Cottonwood Title Insurance Agency, Inc. (“Cottonwood Title”), and Henry Walker Construction of Northern Utah, LLC, d/b/a Henry Walker Construction, LLC (“Henry Walker”), as follows:

PARTIES

1. Plaintiff, Aaron Pacini, is an individual residing and domiciled in the State of Utah.

2. Cottonwood Title is a corporation organized under the laws of the State of Utah with its principal place of business in Salt Lake County, Utah.

3. Henry Walker Construction of Northern Utah, LLC, d/b/a Henry Walker Construction LLC is a limited liability company organized under the laws of the State of Utah with its principal place of business in Davis County, Utah.

JURISDICTION

4. The United States District Court for the District of Utah has jurisdiction over this action, pursuant to 28 U.S.C. § 1331.

VENUE

5. Venue is proper in the United States District Court for the District of Utah pursuant to 28 U.S.C. § 1391(b).

GENERAL ALLEGATIONS

6. Cottonwood Title performs title insurance, escrow, and other settlement services (collectively, “Settlement Services”).

7. Henry Walker constructs and sells new homes.

8. Henry Walker had and continues to have an implicit or explicit agreement, practice, or other arrangement with Cottonwood Title whereby Henry Walker refers its customers to Cottonwood Title for Settlement Services (the “Referrals”).

9. Cottonwood Title had and continues to have an implicit or explicit agreement, practice, or other arrangement with Henry Walker whereby Cottonwood Title provides Henry Walker financial compensation, forgiveness of partial or whole obligations, discounts, rewards, bonuses, and/or other considerations (the “Kickback”).

FIRST CAUSE OF ACTION
RESPA Violations - 12 U.S.C. §§ 2607, 2608
(All Defendants)

10. In early 2012, Mr. Pacini contacted Henry Walker to negotiate the purchase of a new home.

11. During this negotiation process, Henry Walker referred Mr. Pacini to its “preferred” settlement agent, Cottonwood Title.

12. Henry Walker explained to Mr. Pacini that if he did not select Cottonwood Title as his settlement agent, Henry Walker would otherwise delay the delivery of the keys to the new home.

13. Henry Walker made the Referral to Mr. Pacini in exchange for Cottonwood Title giving Henry Walker a Kickback.

14. Cottonwood Title provided the Kickback to Henry Walker, and Henry Walker accepted the Kickback (the “Scheme”).

15. On May 25, 2012, Mr. Pacini entered into a Real Estate Purchase Contract with Henry Walker (the “Contract”) for the purchase of a new home (the “Residence”).

16. Henry Walker pre-typed into the Contract that Cottonwood Title would be Mr. Pacini’s Settlement Agent.

17. Mr. Pacini secured a federally related mortgage loan to pay for the Residence (the “Loan”).

18. As closing on the Loan approached, Mr. Pacini inquired whether he was actually required to use Cottonwood Title for Settlement Services.

19. Henry Walker reiterated that Henry Walker would delay delivery of the keys to the Residence if another settlement agent was used.

20. Henry Walker made this same representation to other Henry Walker customers.

21. Mr. Pacini contacted various companies, including Cottonwood Title, to receive and compare good faith estimates for title and escrow services.

22. Cottonwood Title provided a good faith estimate for the cost of Cottonwood Title's Settlement Services.

23. Cottonwood Title stated that Title Services and Lenders Title Insurance would cost Mr. Pacini approximately \$1,454.

24. Cottonwood Title estimated that the Owners Title Insurance would cost Henry Walker \$2,135.

25. Cottonwood Title was not the least expensive settlement agent option for Mr. Pacini.

26. Nevertheless, Mr. Pacini elected to use Cottonwood Title so that Henry Walker would not delay delivery of the keys to the Residence.

27. On February 12, 2013, Mr. Pacini and Henry Walker closed on the Loan and the purchase of the Residence at the offices of Cottonwood Title.

28. Cottonwood Title performed Settlement Services for Mr. Pacini and Henry Walker.

29. At closing, Cottonwood Title charged Mr. Pacini the full \$1,454, as estimated in the good faith estimate.

30. At closing, Cottonwood Title charged Henry Walker only \$1,323 for the Owners Title Insurance.

31. Cottonwood Title provided this \$812 discount to Henry Walker as a Kickback in in furtherance of the Scheme.

32. Henry Walker and Cottonwood Title perpetuated the Scheme on Mr. Pacini, relative to Mr. Pacini's Loan.

33. Cottonwood Title provided similar Kickbacks to Henry Walker in furtherance of the Scheme perpetrated against other Henry Walker customers, relative to their federally related mortgage loans.

34. Both Cottonwood Title and Henry Walker benefited from their participation in the Scheme.

35. On information and belief, the Scheme results in Cottonwood Title overcharging or otherwise increasing fees for Settlement Services to Henry Walker's customers, including Mr. Pacini.

PRAYER FOR RELIEF

WHEREFORE, Aaron Pacini demands judgment against Cottonwood Title and Henry Walker, jointly and severally, as follows:

- A. In an amount to be proven at trial but not less than \$3,589;
- B. An additional award of treble damages;
- C. Consequential and other damages;
- D. The highest pre-judgment and post-judgment interest available; and
- E. All other costs and fees available in equity and law.

DATED this 11th day of February, 2014.

/s/ Aaron M. Pacini
Pro Se Plaintiff